

**CITY OF AUSTIN**  
**Board of Adjustment/Sign Review Board**  
**Decision Sheet**

**DATE: Monday, February 9, 2015**

**CASE NUMBER: C15-2015-0005**

\_\_\_\_\_ Jeff Jack - Chair  
\_\_\_\_\_ Michael Von Ohlen  
\_\_\_\_\_ Melissa Whaley Hawthorne - Vice Chair  
\_\_\_\_\_ Sallie Burchett  
\_\_\_\_\_ Ricardo De Camps  
\_\_\_\_\_ Brian King  
\_\_\_\_\_ Vincent Harding  
\_\_\_\_\_ Will Schnier - Alternate  
\_\_\_\_\_ Stuart Hampton - Alternate

**APPLICANT: WILLIAM HODGE**

**OWNER: LARK MILLER**

**ADDRESS: 1210 ANGELINA ST**

**VARIANCE REQUESTED:** The applicant has requested a variance(s) from Section 25-2-492 (D) (Site Development Regulations) to:

- A. decrease the minimum size lot from 5,750 square feet (required) to 1,129 square feet (requested); and to
- B. increase the impervious cover from 45% (required) to 56% (requested); and to
- C. decrease the front yard setback from 25 feet (required) to 10 feet (requested);

in order to construct a 761 square foot home in a "SF-3-NP", Family Residence – Neighborhood Plan zoning district. (Holly)

**BOARD'S DECISION:** The public hearing was closed on Board Member Bryan King motion to Deny (Applicant no show), Board Member Jeff Jack second on a 5-2 vote (Board Members Melissa Hawthorne and Vincent Harding nay); **DENIED (APPLICANT NO SHOW).**

**RECONSIDERATION REQUESTED FEB 9, 2015** Board Member Bryan King motion to reconsider the request, Board Member Melissa Hawthorne second on a 7-0 vote;

**RECONSIDERED REQUEST GRANTED;** The public hearing was closed on Board Member Bryan King motion to Postpone to March 9, 2015, Board Member Vincent Harding second on a 7-0 vote; **POSTPONED TO MARCH 9, 2015.**

**FINDING:**

- 1. The Zoning regulations applicable to the property do not allow for a reasonable use because:
- 2. (a) The hardship for which the variance is requested is unique to the property in that:  
(b) The hardship is not general to the area in which the property is located because:



City of Austin  
Planning and Development Review  
Land Status Determination  
1995 Rule Platting Exception

February 17, 2015

File Number: C8I-2015-0058

Address: 1210 ANGELINA ST

Tax Parcel I.D. #0207080809

Tax Map Date: 08/25/2014

The Planning & Development Review Department has determined that this parcel, as described in the attached description and map, **IS EXCEPTED FROM THE REQUIREMENT TO PLAT** in accordance with the Land Development Code, Section 25-4-2(C), and is eligible to receive utility service.

The parcel of land consists of five acres or less, and is described as being the North portion of the South 68 feet of the East 46 feet of lot Seven, Block Two Outlot Thirty-Eight, Division "B" in the current deed, recorded on Nov 18, 2014, in Document #2014172821, Travis County Deed Records. This parcel existed in its current configuration on January 1, 1995, as evidenced by a deed recorded on Feb 24, 1955, in Volume 1544, Page 318, Travis County Deed Records. The parcel was lawfully receiving utility service, as defined in Section 212.012 of the Texas Local Government Code, on January 1, 1995, as evidenced by wastewater service on Oct 12, 1976. The parcel meets the requirements of the Land Development Code for roadway frontage and is located on an existing street.

Additional Notes/Conditions:  
NONE

This determination of the status of the property is based on the application of Chapter 212, Municipal Regulation of Subdivisions and Property Development, Texas Local Government Code; and the City of Austin Land Development Code, Chapter 25-4, Subdivision. Recognition hereby does not imply approval of any other portion of the City Code or any other regulation.

By: Michelle Casillas

Michelle Casillas, Representative of the Director  
Planning and Development Review Department

CGT-2015-0058



20708

Revision Date:  
8/25/2014

0 120  
1 Feet

NAD 1983 StatePlane  
Texas\_Central\_FIPS\_4213 Feet  
Projection: Lambert\_Conformal\_Conic

This map was prepared solely for the use of TACD. Any use of this map for purposes other than those intended is at the user's risk. The map is not a warranty, representation, or guarantee of accuracy. The map is provided as a service to the user and is not to be used as a basis for any legal action. The map is not to be used as a basis for any legal action. The map is not to be used as a basis for any legal action.

Travis Central Appraisal District  
3314 Cross Park Drive  
Austin, Texas 78754  
P.O. Box 149012  
Austin, Texas 78714  
Internet Address: [www.travscad.org](http://www.travscad.org)  
Main Telephone Number: 512-834-3317  
Appraisal Information: 512-834-3318  
TDD: 512-834-3318



22 January 2015

Leane Heldenfels  
City of Austin  
One Texas Center  
505 Barton Springs Road  
Austin, Texas 78704

Dear Leane:

I hereby request a reconsideration of our denial of a variance to build a single-family residence at 1210 Angelina Street (case # C15-2015-0005). I requested a postponement prior to the January meeting of the Board of Adjustment and I was under the impression that said request had been made and transmitted to the Board. I requested a postponement due to a modification of our design, and due to the ongoing process of obtaining neighborhood and neighbors' approvals.

I have submitted new evidence to the Board containing our revised design and supporting information which shows that the property in question had, as far back as 1930, contained a single-family residence, with utility connections and registration in city directories and Sanborn fire-insurance maps.

Respectfully,

William Hodge AIA  
Architect and agent for Lark Miller, owner

**Ochona Development + Architecture LLC**  
1706 West 6<sup>th</sup> Street / Austin TX 78703 / 512.786.9298 / [ochona.com](http://ochona.com)

## Heldenfels, Leane

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**From:** William Hodge [whodge@ochona.com](mailto:whodge@ochona.com)  
**Sent:** Thursday, January 15, 2015 11:51 AM  
**To:** Heldenfels, Leane  
**Subject:** Re: 1210 Angelina Street

I apologize - I had thought we had formally requested a postponement. Mr Miller and I are working on a revised design for the project and I can have the information you request by the end of the day next Thursday.

We are collecting signatures from neighbors and I will present a new plan and those signatures to you - I'll email them to you.

wlh.

On Thu, Jan 15, 2015 at 11:45 AM, Heldenfels, Leane <[Leane.Heldenfels@austintexas.gov](mailto:Leane.Heldenfels@austintexas.gov)> wrote:

Hi William – I never had anything in writing about whether or not you/the owner were postponing the case from Monday's Board meeting, so there was a motion to deny that was approved (not unanimous) due to not having anyone there to present the case.

Sorry if I misunderstood a communication from one of you and you were trying to postpone it, I told the Board I thought that might be the case but I didn't have anything to fall back on.

You can request a reconsideration up until end of day TH 1/22 stating why the Board erred (fine to point out if you or owner had requested postponement and I overlooked/missed it/misunderstood it) and new or re-clarified evidence on the case (this evidence has to accompany the request – could be a revised, improved drawing, letter from Neighbor or Neighborhood association not yet part of the case file, etc - then after they vote to reconsider they can review all the evidence presented).

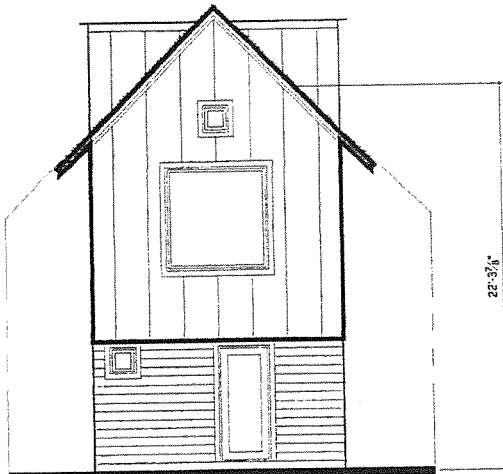
If the case isn't reconsidered then a similar variance cannot be applied for until 1/8/2016.

Take care,

Leane

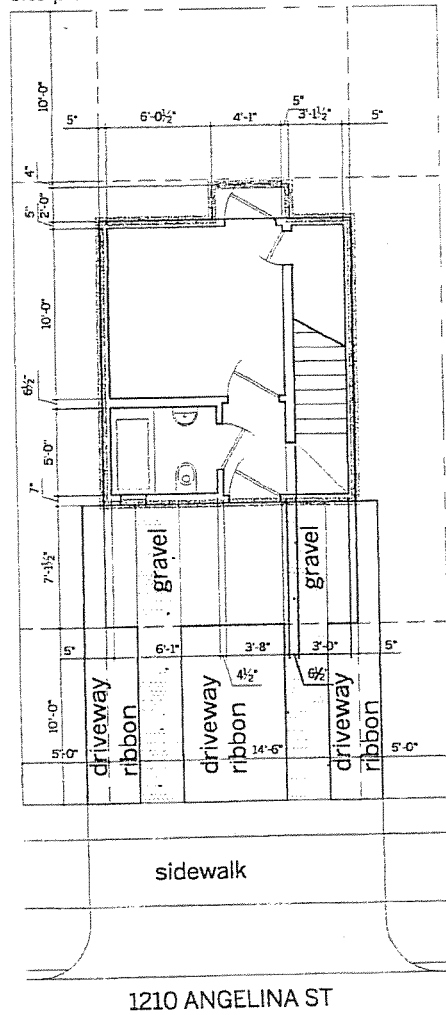
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**William Lawrence Hodge AIA LEED AP BD+C**  
**OCHONA**  
Development+Architecture

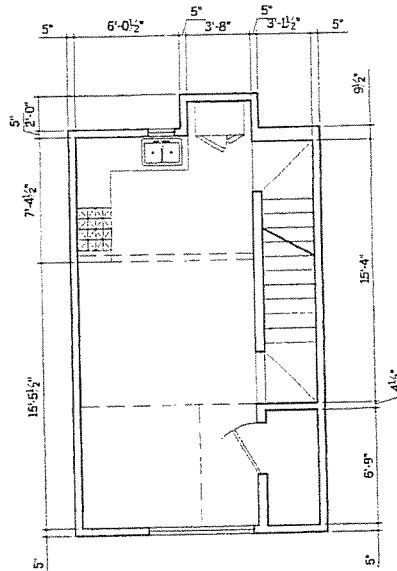


front elevation

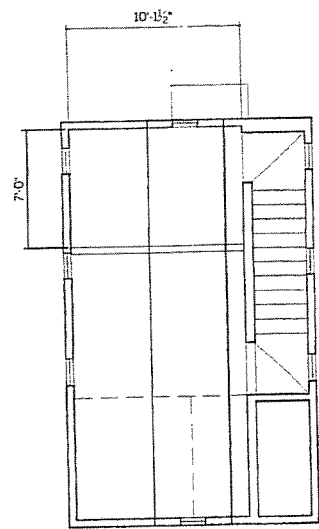
site plan/1st floor



2nd floor

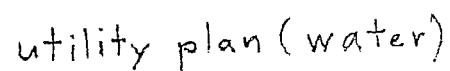


loft



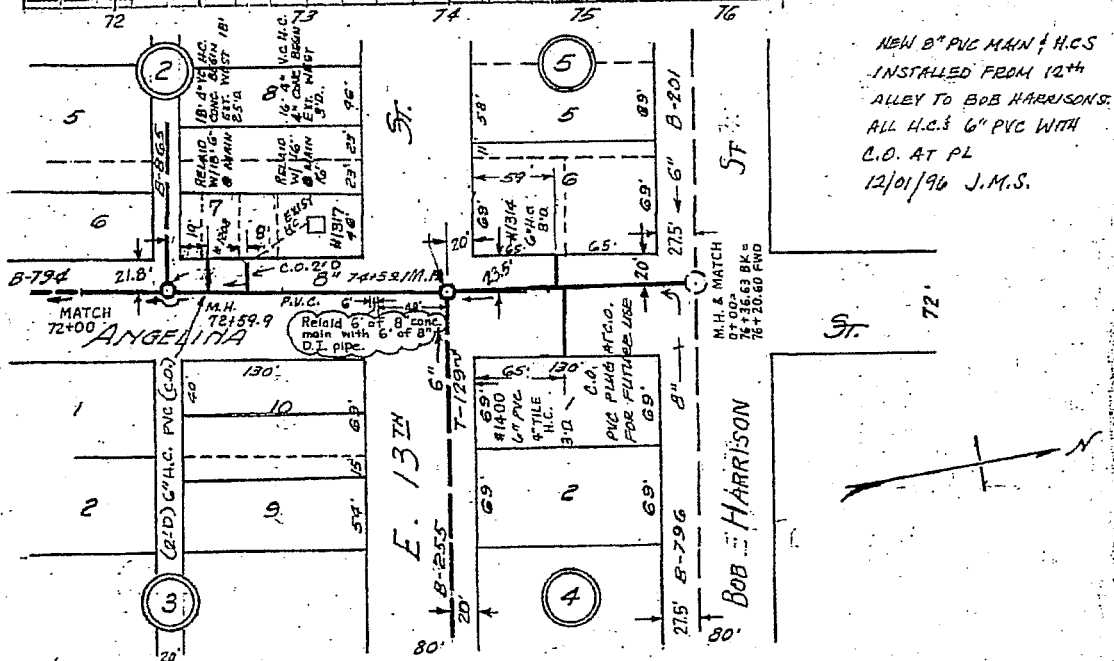
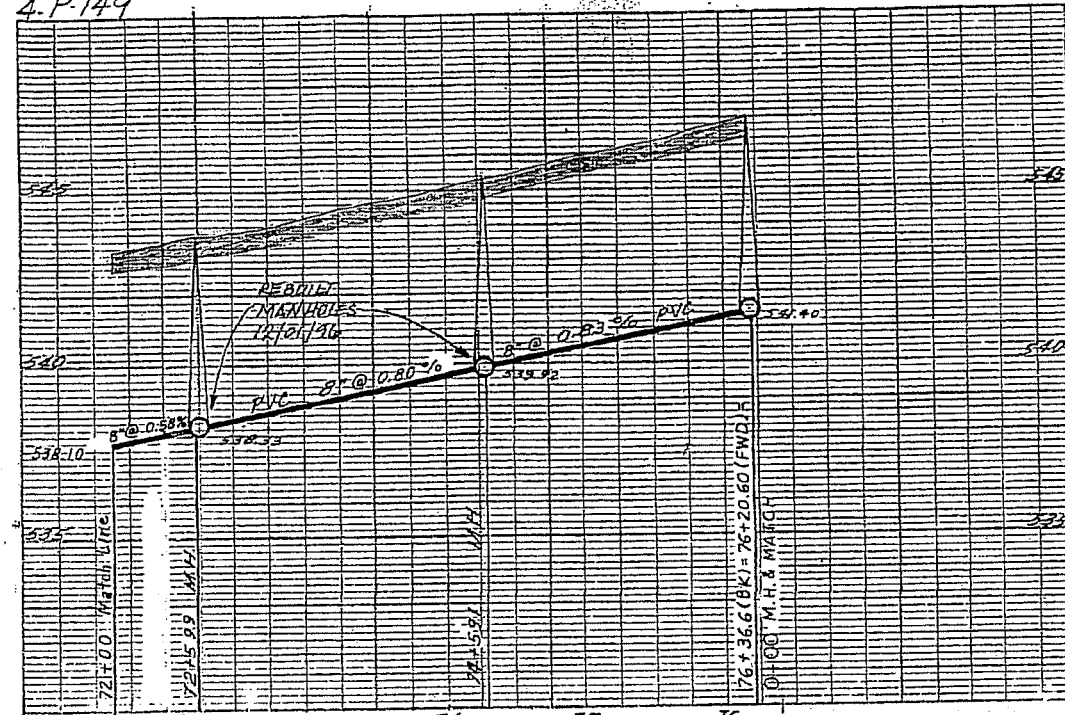
LOT AREA	1127 SF
BUILDING COVERAGE	352 SF (31% lot area)
NON-BUILDING IC	137 SF
TOTAL IC	489 SF (43% lot area)
GROSS FLOOR AREA	700 SF

3/32" = 1'-0" scale



SEC. 40

4-P-149



## SEWER LOCATIONS

AUSTIN, TEXAS

M.R. 4-76

M.R. 3-76 5-76-08

MR 5-75 S-74-113

NOTE:

"Record from F.B. 21 Pg. 29"

F.B. 1380 2-11

4-6-43

BUILT BY OLD SYSTEM DATE

FIELD BOOK 840 Pg. 25

DATE 1932

DAILY REPORT NO. MM

DATE 10-12-76

DRAWN BY V.W.P.-M.N.O. DATE 7-1-32

CHECKED BY GIESEN DATE 8-18-32

LOCATION ANGELINA ST.

FROM E. 12TH ST. ALLEY

TO E. 14TH ST.

JOB NO.

BSHEET NO. 795

wastewater  
tap plan





TRV  
2 PGS

2014172821

ORIGINAL  
FILED FOR RECORD

After Recording Return To:

TX7-1400204-BK

LARK MILLER  
14400 ROSSEAU ST  
AUSTIN TX 78725

### TEXAS GENERAL WARRANTY DEED

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

Grantor (whether one or more): **BRENDA SMITH**

Grantee (whether one or more): **LARK E. MILLER**

Grantee's Mailing Address: **1210 ANGELINA STREET  
AUSTIN, TEXAS 78702**

Consideration:

Ten and no/100 Dollars (\$10.00) and other good and valuable consideration.

Property (including improvements):

That certain property located in TRAVIS County, Texas to-wit: **THE LAND HEREINAFTER REFERRED TO IS SITUATED IN THE CITY OF AUSTIN, COUNTY OF TRAVIS, STATE OF TEXAS, AND IS DESCRIBED AS FOLLOWS:**

**NORTH PORTION OF THE SOUTH 68 FEET OF THE EAST 46 FEET OF LOT SEVEN (7), BLOCK TWO (2) OUTLOT THIRTY-EIGHT (38), DIVISION "B" IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF AS SHOWN BY VOL. 1, PAGE 39 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.**

Reservations from Conveyance: **None**

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or to which title is taken subject to; validity existing easement, rights-of-

current deed

way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, or matters apparent from those instruments, including reservations outstanding in parties other than Grantor, other than conveyances of the surface fee estate, that affect the Property; and taxes for the current year and subsequent years, which Grantee assumes and agrees to pay and subsequent assessments for the current year and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto, in any wise belonging; To Have and To Hold unto Grantee, and Grantee's successors and assigns, forever, Grantor, and Grantor's successors and assigns, shall warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

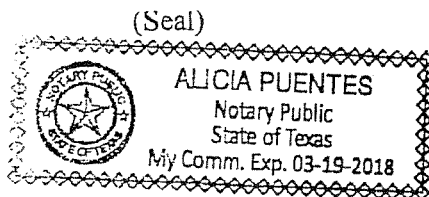
Executed to be effective as of the Effective Date.

Brenda Smith 11/8/14  
BREND A SMITH Date

#### Acknowledgments

STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on Nov. 08, 2014  
by **BRENDA SMITH**.



Alicia Puentes  
Notary Public, State of Texas  
My commission expires: 03-19-2018

#### FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Nov 18, 2014 04:29 PM 2014172821

RODRIGUEZA: \$30.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

# PERSONAL PROPERTY SALES CONTRACT



OTHER

2007209265

2 PGS

## PERSONAL PROPERTY SALES CONTRACT

AGREEMENT made this 16th day of November (month), 2007 (year), between Brenda Smith (hereinafter "seller") and Larke Miller (hereinafter "Purchaser").

1. The Property. The Seller has agreed to sell and the Purchaser has agreed to buy the following personal property:

1210 Angelina Street  
Austin, Texas 78702  
CEN 24.54 FT AV OF E 46 FT OF LOT  
7 BIK 2 DLT 38 DIV B OREILLY JAMES

2. Purchase Price. The purchase price for the property described in paragraph 1 above shall be

Twenty-five Hundred dollars (amount) (\$ 2,500) and shall be paid as follows:

(a) Twenty-five Hundred dollars (amount) (\$ 2,500) upon execution of this agreement and

(b) The balance of 0 (amount) (\$ 0.00) payable in N/A ( - ) equal monthly installments with interest at the rate of N/A percent per annum, the first payment to begin N/A ( - ) days after the execution of this agreement. This obligation shall be evidenced by a promissory note, a copy being attached hereto, made a part hereof and designated as "Exhibit A."

3. Warranties of the Seller. The Seller hereby warrants and represents to the Purchaser that:

(a) The Seller owns and has good and marketable title to the property being conveyed herein, free and clear of any pledges, liens, judgments, encumbrances, security interests, claims or contract rights, and further promises and covenants to refrain from so encumbering same from the date of execution of this agreement until closing;

(b) No approval or consent of any third person is required to effect the sale;

(c) The execution and performance of this agreement will not violate any agreements to which the Seller is a party or any federal, state or local laws, rules or regulations;

(d) The Seller's representations, warranties and agreements shall be true and complete as of the date hereof and as of the closing and shall survive the closing and the transactions contemplated by this agreement.

4. Broker. Both the Seller and the Purchaser warrant and represent that no broker was involved in negotiating this purchase and sale, and both the Seller and the Purchaser agree to indemnify and hold each other harmless against any and all claims for brokerage.

5. Benefit. This agreement shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns.
6. Interpretation. This agreement shall be interpreted in accordance with the laws of the State of TEXAS.
7. Invalid Provision. In the event any provision or sub provision of this agreement is held to be void, invalid or unenforceable in any respect, then the same shall not affect the remaining provisions or sub provisions hereof, which shall continue in full force and effect.
8. Entire Agreement. This agreement contains the entire understanding of the parties. It may not be changed orally. This agreement may only be amended or modified in writing and with such writing being executed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Bruce Smith  
Seller

Lark Miller  
Purchaser

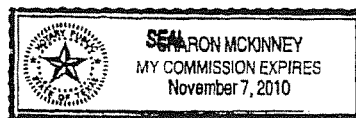
WITNESS: [Signature]

Return.

LARK MILLER  
14400 ROSSEAU ST  
AUSTIN TX 78725

State of Texas  
County of Travis

Sworn to and subscribed before me on the 16th day of November, 2007



Sharon McKinney  
Notary Public Signature  
Sharon McKinney  
Printed or Typed Name of Notary

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2007 Nov 16 04:43 PM 2007209265

GONZALES \$20.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

The State of Texas ~~COUNTY OF TRAVIS~~ \* 125

County of Travis : KNOW ALL MEN BY THESE PRESENTS: That I, Ethel Armstrong, a widow, of Travis County, Texas, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash to me in hand paid, and other valuable consideration to me in hand paid by the grantees herein named, the receipt of all of which is hereby acknowledged and confessed, and for the payment of which no lien, either express or implied is retained against the property herein conveyed, do GRANT, SELL AND CONVEY unto Ethel Bradley Washington, of Travis County, Texas, as her separate property, all that land lying and being situated in Travis County, Texas, known and described as follows, to-wit:

North portion of the South 68 feet of the East 46 feet of Lot Seven (7) Block Two (2) Outlot Thirty-eight (38) Division "B" in the City of Austin, Travis County, Texas, according to the map or plat thereof as shown by Vol. 1, page 39 of the Plat Records of Travis County, Texas, being the same property conveyed to me by Noble Lee Mitchell by deed dated February 9, 1955, of record in Vol. 1544, page 318 of the Deed Records of Travis County, Texas.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Ethel Bradley Washington, her heirs and assigns forever; and I, the said Ethel Armstrong, do hereby bind myself, my heirs and legal representatives to warrant and forever defend all and singular the said premises unto the said Ethel Bradley Washington, her heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness my hand on this the 27<sup>th</sup> day of May, 1964.

Ethel Armstrong

The State of Texas:  
County of Travis :

Before me, the undersigned, a Notary Public in and for Travis County, Texas, on this day personally appeared Ethel Armstrong, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, on this the 27<sup>th</sup> day of May, 1964.

(NOTARY SEAL)

P. W. Hargrave  
Notary Public, Travis County,  
Texas.

STATE OF TEXAS  
COUNTY OF TRAVIS

I hereby certify that this instrument was FILED on the date at the time stamped herein by me; and was duly RECORDED in the Volume and Page of the record RECORDS of Travis County, Texas, as Stamped herein by me, on

MAY 29 1964



Emilia Linberg  
COUNTY CLERK,  
TRAVIS COUNTY, TEXAS

FILED

Emilia Linberg  
COUNTY CLERK,  
TRAVIS COUNTY, TEXAS

MAY 27 10 28 AM '64

DEED RECORDS  
Travis County, Texas

Vol. 2780 PAGE 65

1964  
deed

318

T. B. JEFFREY  
ATTORNEY-AT-LAW  
AUSTIN, TEXAS

THE STATE OF TEXAS :

COUNTY OF TRAVIS : KNOW ALL MEN BY THESE PRESENTS: That I,  
Nobie Lee Mitchell, a single woman, of  
~~Johnson~~ County, in the State of Texas, for and in con-  
sideration of the sum of Ten and 00/100 (\$10.00) Dollars and other  
good and valuable consideration to me this day cash in hand paid  
by the grantee hereinafter named, the receipt of which is hereby  
acknowledged and confessed, and for which no lien is retained,  
either expressed or implied; and for the further consideration of  
the assumption by the said grantee hereinafter named, of the  
balance remaining unpaid as of this date, both principal and in-  
terest, on that one certain promissory note for the original prin-  
cipal sum of One Thousand One Hundred Fifty and 00/100 (\$1,150.00)  
Dollars, bearing date July 18, 1949, executed by Nobie Lee Mitchell,  
a single woman, and payable to the order of C. R. Wilkerson, and  
which said note, and the Vendor's Lien securing payment of the  
same, are more particularly described in that certain Warranty  
Deed bearing even date with said note, executed by the said  
C. R. Wilkerson to Nobie Lee Mitchell, a single woman, and re-  
corded in Vol. 986, Page 420, of the Travis County Deed Records,  
to which said deed and the record thereof, reference is here made  
for further description of said note and lien, and for all perti-  
nent purposes; and the grantee herein, hereby agrees and binds  
herself to pay said indebtedness above described on and in accor-  
dance with the terms of the note hereinabove mentioned;

Have GRANTED, SOLD AND CONVEYED, and by these presents do  
GRANT, SELL AND CONVEY unto Ethel Armstrong, a widow, the grantee  
herein, of Travis County, Texas, all that certain tract or parcel  
of land lying and being situated in Travis County, Texas, known  
and described as follows, to-wit:

Being the North portion of the South 66 feet of the East  
46 feet of Lot No. Seven (7), Block Two (2), Outlot  
Thirty-eight (38), Division "B" in the City of Austin,  
Travis County, Texas, according to the map or plat of  
said property as recorded in Plat Records of Travis County  
in Plat Book 1, Page 89 and being a portion of that certain

tract of land conveyed to C. R. Wilkerson by J. E. Harrison by deed dated April 8, 1943 and recorded in Vol. 713, Page 340 of the Travis County Deed Records. Said tract hereby conveyed being more particularly described by metes and bounds as follows: Starting at an iron pipe at the Southeast corner of Lot No. Seven (7), Block Two (2), Outlot Thirty-eight (38), Division "B" in the City of Austin, Travis County, Texas, as recorded in plat records of Travis County in Plat Book 1, Page 39 which point is also Northwest intersection of Angelina Street and 20 foot alley between East 12th Street and East 13th Street; Thence N 9 deg. 39 W. along the East line of Angelina Street for 41.45 feet to an iron pipe for the point of beginning of this survey and being also the Southeast corner of this tract hereby conveyed; Thence continuing N 9 deg. 39 W. along the West line of Angelina Street for 26.25 feet to an iron pipe for the Northeast corner of this tract hereby conveyed and being also the Northeast corner of C. R. Wilkerson property as recorded in Vol. 713, Page 340 of the Travis County, Texas Deed Records; Thence S 80 deg. 39 W for 46 feet to an iron pipe in present cross fence line for the Northwest corner of this tract hereby conveyed and being also the Northwest corner of said C. R. Wilkerson property as recorded in Vol. 713, Page 340 of the Travis County Texas Deed Records; Thence S. 9 deg. 39 E. along present fence line for 22.83 feet to an iron pipe for the Southwest corner of this tract hereby conveyed; Thence N 84 deg. 51 E for 46.1 feet to an iron pipe and the point of beginning of this survey as surveyed by O. Leonard, Licensed Civil Engineer on July 15, 1949.

TO HAVE AND TO HOLD the above described premises, together with all rights, hereditaments and appurtenances thereto belonging, unto the said grantee above named, her heirs and assigns forever. And I do hereby bind myself, my heirs, executors and administrators, to WARRANT AND FOREVER DEFEND the title to the said property unto the said grantee above named, her heirs and assigns, against every person whosoever lawfully claiming, or to claim the same, or any part thereof.

EXECUTED this the 12th day of February, A.D. 1955.

Virginia M. Wilkerson

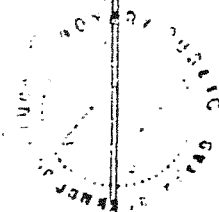
1955  
deed

320

THE STATE OF TEXAS :

COUNTY OF Johnson : BEFORE ME, the undersigned authority,  
on this day personally appeared Notie  
Lee Mitchell, a single woman, known to me to be the person whose  
name is subscribed to the foregoing instrument and acknowledged  
to me that she executed the same for the purposes and considera-  
tion therein expressed.

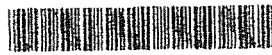
GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 9<sup>th</sup>  
day of February, A.D. 1955.



Frank G. Brown  
Notary Public in and for  
Johnson County,  
TEXAS

Filed for Record Feb. 21, 1955, at 12:30 P.M.  
Recorded Feb. 24, 1955, at 10:35 A.M.





TAX RESALE DEED

X

STATE OF TEXAS

3

KNOW ALL MEN BY THESE PRESENTS

3

COUNTY OF TRAVIS

3

That Austin Independent School District, City of Austin, Travis County, FM Road, County Education District and Austin Community College each acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of each respective governing body and duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$3,333.00 cash in hand paid by

Brenda Smith  
7601 Daffan Lane # 396  
Austin, Tx 78724

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, hereby grant, sale and convey and by these presents do grant, sale and convey unto said grantee(s) all of the right, title and interest of the grantors, they being all of the taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under Cause No. X95-05689, in the district court of said county, said property being located in Travis County, Texas, and described as follows:

A portion of Lot 7, Block 2, James O'Reilly Subdivision (Olt. 38, Division B), Plat No. 1/39A as described in Volume 2780, Page 65, Volume 5567, Page 1937 and Volume 5567, Page 2076 of the deed records of Travis County, Texas

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

SUBJECT however to the following covenants, conditions and restrictions:

- (a) The above described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.

- (b) The above described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which creates, maintains, reinforces, renews or encourages, or which tends to create, maintain, reinforce, renew or encourage a dual school system.

These restrictions and conditions shall be binding upon grantee and grantee's successors, assigns, heirs and personal representatives for a period of fifty(50) years from the date hereof.

The foregoing restrictions and the other covenants hereafter set out are covenants running with the land, and each and every parcel thereof, shall be fully binding upon any person, firm, partnership, corporation, trust, church, club, governmental body, or other organization entity whatever (whether private or governmental in nature), without limitation, hereafter acquiring any estate, title, interest or property in said land, whether by descent, devise, purchase or otherwise; and no act or omission upon the part of grantor herein, its successors and assigns, shall be a waiver of the operation or enforcement of such restrictions; but neither restriction shall be construed to be a condition subsequent or special limitation on the estate thereby conveyed.

It is further covenanted that third party beneficiaries of the restrictions set forth above shall be as follows:

- (1) As to the restrictions set out in (a) above, any person prejudiced by its violation;
- (2) As to the restriction set out in (b) above, any public school district or any person prejudiced by its violation; and
- (3) As to either or both of the restriction set out in (a) and (b) above, the United States of America, as plaintiff, and the America G.I. Forum, the League of United Latin American Citizens (LULAC), and the National Association for the Advancement of Colored People (NAACP), as intervenors, in U.S. v. Texas, Civil Action No. 5281, Tyler Division, U.S. District County, Eastern District of Texas; reported in U.S. v. Texas, 321 F. Supp. 1043 (E.D. Tex. 1970); U.S. v. Texas, 330 F. Supp. 235 (E.D. Tex. 1971); aff'd with modifications sub nom. U.S. v. State of Texas and J.W. Edgar, et al, 447 F2d 441 (5 Cir. 1971); stay den. sub nom. Edgar v. U.S., 404 U.S. 1206 (1971); cert den. 404 U.S. 1016 (1972).

It is further covenanted that in case of violation of either or both of the above restrictions, any of the third party beneficiaries above alluded to is authorized and empowered to prosecute proceedings at law or in equity against any person, firm, partnership, corporation, trust, church, club, governmental body or other organization or entity whatever (whether private or governmental in nature), without limitation:

- (A) To enforce either or both of such restrictions relating to the use of the above-described realty;
- (B) To abate or prevent violations of either or both of such restrictions; and
- (C) To recover damages for a breach of either or both of such restrictions.

It is further covenanted, that any third party beneficiary referred to above shall prosecute proceedings at law or in equity for the aforesaid purposes, such third party beneficiary may recover reasonable attorney's fees from the violator or violators of either or both of such restrictions, if the Court finds that the proceedings were necessary to bring about compliance therewith.

Taxes for the present year are to be paid by grantee(s) herein.

This deed is given expressly subject to recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.

IN TESTIMONY WHEREOF has caused these presents to be executed this 26th  
day of January, 2004.

BY: Doyle Valdez  
Doyle Valdez App'd MSW 1-26-04  
School Board President  
Austin Independent School District  
County Education District

STATE OF TEXAS

3

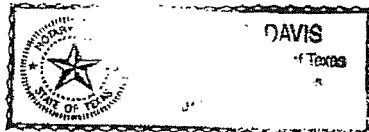
3

COUNTY OF TRAVIS

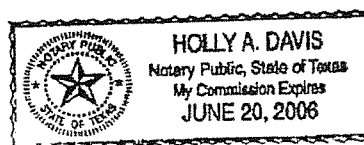
3

Before me, the undersigned authority, on this day personally appeared Doyle Valdez, Austin Independent School District, County Education District, Travis County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that executed the same for the purposes and consideration, therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 26th DAY OF January, 2004.



Holly A. Davis  
Notary Public, State of Texas  
Commission Expires: 6/20/06



IN TESTIMONY WHEREOF has caused these presents to be executed this 18 day of December, 2003.

By:

Richard Fonte  
Interim President  
Austin Community College

STATE OF TEXAS

3

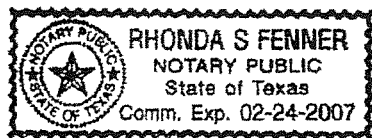
COUNTY OF TRAVIS

3

3

Before me, the undersigned authority, on this day personally appeared Richard Fonte, President, Austin Community College, Travis County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that executed the same for the purposes and consideration, therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 18 DAY OF December, 2003.



Rhonda S. Fenner  
Notary Public, State of Texas  
Commission Expires: 02-24-2007

IN TESTIMONY WHEREOF has caused these presents to be executed this 19<sup>th</sup> day of December, 20 03.

By: Lauraine Rizer  
Lauraine Rizer  
City of Austin, DPWT-Real Estate  
P.O. Box 1088  
Austin, Tx 78767-8839

STATE OF TEXAS

3

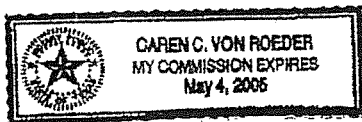
COUNTY OF TRAVIS

3

3

Before me, the undersigned authority, on this day personally appeared Lauraine Rizer, City of Austin, DPWT-Real Estate, Travis County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that executed the same for the purposes and consideration, therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 19<sup>th</sup> DAY OF December, 20 03.



Caren C. von Roeder  
Notary Public, State of Texas  
Commission Expires: 5/4/05

IN TESTIMONY WHEREOF has caused these presents to be executed this  
9<sup>th</sup> day of December, 20 03.

By: Samuel T. Biscoe  
Samuel T. Biscoe  
County Judge  
Travis County, Texas

STATE OF TEXAS

3

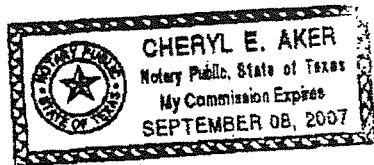
COUNTY OF TRAVIS

3

3

Before me, the undersigned authority, on this day personally appeared Sam Biscoe, County Judge, Travis County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that executed the same for the purposes and consideration, therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 9<sup>th</sup> DAY OF  
December, 20 03.



Cheryl E. Aker  
Notary Public, State of Texas  
Commission Expires: 9/8/07

After recording return to:  
Brenda Smith  
7601 Daffan Lane # 396  
Austin, Tx 78724

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2004 Feb 26 10:25 AM 2004034480

HAYWOODK \$26.00

DANA DEBEAUVOIR COUNTY CLERK  
TRAVIS COUNTY TEXAS

**Studebaker**

**DELICIOUS MEATS**

Phone 2-1194

111-115 East Fifth

604

(1930-31) MORRISON & FOURMY DIRECTORY CO'S

**ANGELINA—Contd**  
 1193 Moore Fashion (c)  
 E Twelfth  
 1206 Harding Carrie (c)  
 1208 Atkins Geo (c)  
 1210 Berry Osage (c)

**ANNIE (East; S Austin)—**  
 From 1801 S Congress av  
 east to Newning av  
 101 Vacant  
 105 Day C A @

**Nickerson**  
 212 Simcock E M Mrs @  
**Brackenkridge**  
 302 Lane C E  
**Drake**  
 404 Pigott M B @  
 408 Pickel H A  
**Newning av**  
 501 Bible C S @ contr

**ANNIE (West; S Austin)—**  
 From 1800 S Congress av  
 west to I G N Ry  
 107 Huebsch Henry @

**Evans**  
 Newton av  
 307 Clifford Susie (c) @  
 308 Slaughter Priscilla  
 (c) @  
 403 Shanks Cath (c)  
 405 Hill Henry (c)  
 407 Broadnax J B  
 409 Franklin Wm (c)  
 410 Gueno Senobio  
 411 Teague Otto  
 412 Arnold M C Mrs  
 514 Vacant  
 516 Vacant  
 602 Wimberly J L @  
 603 Vacant

**ARCHER (3d ward)—**  
 Changed to Castle Hill

**ARCHWAY—Changed to E**  
 26th ---

**ARDENE AV (University**  
 Park)—From 3500 East  
 av east to Marion av

**ASH (Walker Addition)—**  
 Begins east side Seenic  
 rd, 3 blocks north Austin  
 Dam extending east 3  
 blocks  
 3903 Vacant  
 3905 Callan W L @  
 3908 Riffe G D @

**Summit av**  
 4005 Winn A T @

**Miller av**  
 4101 Walsh Jas @  
 Seenic av

**ASYLUM AV (4th ward)—**  
 Changed to West av

**ATLANTA (2d ward)—**  
 From 1 south of W 6th  
 north 3 blks, 2 east of  
 Deep Eddy av

407 Smith J E @  
 409 Naschke C L @

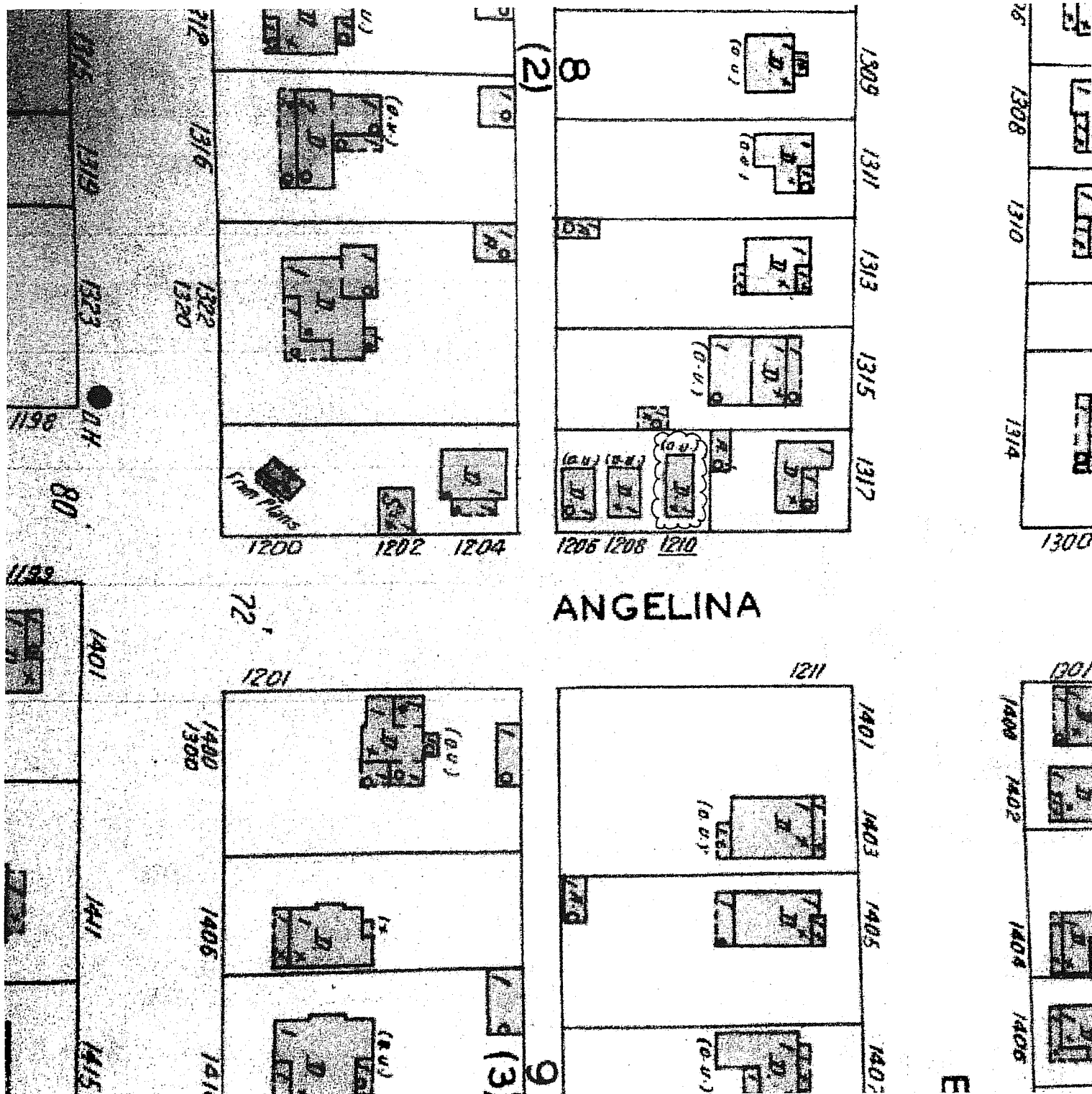
510 Johnson Gustave @  
 Dam Blvd  
 contr

**ATTOYAC (6th, 7th wards)**  
 ---From 1301 E 1st north

4013 Williams W E  
 4100 W Forty-first  
 Nicholson H R @  
 4101 Smith J W Jr  
 4102 Benson C W contr  
 4103 Riffe J E  
 4104 Nelson J H @  
 Quick & Nelson  
 contrs  
 4105 Cade Emma Mrs  
 4106 Pankhurst E L @  
 4107 Solomon W P  
 4108 Ford Cora Mrs @  
 Sherrill Thos  
 4109 Rhodes Wm  
 Pyburn H L  
 Vardenman H M  
 4110 Tyler Homer @  
 4111 Jones J R  
 Jones H C  
 4112 Monroe W T  
 Cox J H  
 4113 Williams Jos  
 Rampe E L  
 4114 W Forty-second  
 Baker C T @  
 4201 Worthington Lana  
 Mrs  
 4204 Miller I D  
 4205 Castleberry B F @  
 4208 Hamilton N M Mrs  
 4209 Ferguson F L @  
 4210 Swain W P @ wood  
 yd  
 4211 Fariss C L @  
 4212 Wilson Linda @  
 4213 Smith Mary Mrs  
 4214 Milligan C P  
 4215 Smith T E @  
 W Forty-third  
 4301 Mozingo W A @  
 4302 Holder J D  
 Blair Paul @  
 4303 Harris L L  
 Harris A R







1935 Sanborn map

## PUBLIC HEARING INFORMATION

Although applicants and/or their agent(s) are expected to attend a public hearing, you are not required to attend. However, if you do attend, you have the opportunity to speak FOR or AGAINST the proposed development or change. You may also contact a neighborhood or environmental organization that has expressed an interest in an application affecting your neighborhood.

During a public hearing, the board or commission may postpone or continue an application's hearing to a later date, or recommend approval or denial of the application. If the board or commission announces a specific date and time for a postponement or continuation that is not later than 60 days from the announcement, no further notice is required.

A board or commission's decision may be appealed by a person with standing to appeal, or an interested party that is identified as a person who can appeal the decision. The body holding a public hearing on an appeal will determine whether a person has standing to appeal the decision.

An interested party is defined as a person who is the applicant or record owner of the subject property, or who communicates an interest to a board or commission by:

- delivering a written statement to the board or commission before or during the public hearing that generally identifies the issues of concern (*it may be delivered to the contact person listed on a notice*); or
- appearing and speaking for the record at the public hearing; and:

- occupies a primary residence that is within 500 feet of the subject property or proposed development;
- is the record owner of property within 500 feet of the subject property or proposed development; or
- is an officer of an environmental or neighborhood organization that has an interest in or whose declared boundaries are within 500 feet of the subject property or proposed development.

A notice of appeal must be filed with the director of the responsible department no later than 10 days after the decision. An appeal form may be available from the responsible department.

For additional information on the City of Austin's land development process, visit our web site: [www.austintexas.gov/development](http://www.austintexas.gov/development).

Written comments must be submitted to the contact person listed on the notice before or at a public hearing. Your comments should include the name of the board or commission, or Council; the scheduled date of the public hearing; the Case Number; and the contact person listed on the notice. Any comments received will become part of the public record of the case.

**Case Number: C15-2015-0005, 1210 Angelina Street**

**Contact:** Leane Heldenfels, 512-974-2202, [leanc.heldenfels@austintexas.gov](mailto:leanc.heldenfels@austintexas.gov)

**Public Hearing:** Board of Adjustment, January 12th, 2015

*Heather F. Crawford for Estate*

Your Name (please print)

*1906 SC Davis*

Your address(es) affected by this application

*Anna Warner*

Daytime Telephone:

*Signature*  
*512/472-5285* *Date*  
*1/14/15*

Comments:

**If you use this form to comment, it may be returned to:**

City of Austin-Planning & Development Review Department/ 1st Floor  
Leane Heldenfels  
P. O. Box 1088  
Austin, TX 78767-1088

Or scan and email to [leanc.heldenfels@austintexas.gov](mailto:leanc.heldenfels@austintexas.gov)

## PUBLIC HEARING INFORMATION

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- occupies a primary residence that is within 500 feet of the subject property or proposed development;
- is the record owner of property within 500 feet of the subject property or proposed development; or
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**Case Number: C15-2015-0005, 1210 Angelina Street**

**Contact:** Leane Heldenfels, 512-974-2202, [leana.heldenfels@austintexas.gov](mailto:leana.heldenfels@austintexas.gov)  
**Public Hearing:** Board of Adjustment, February 9th, 2015

MARK + TAMARA ROGERS

*Your Name (please print)*

☐ I am in favor  
☒ I object

1199 San Bernard

*Your address(es) affected by this application*

See L

*Signature*

*Date*

Daytime Telephone: 512-940-3843

Comments:

- LOWEST HOUSE SIZE TO 1100 SQ FT
- STICK TO UNBURNED COVER
- NO LESS THAN 15' F.YARD
- SET BACK
- PARTICIPATE IN S.M.A.R.T
- HOUSE PROGRAM -

WE COULD CONSIDER SUPPLEMENTING

Note: all comments received will become part of the public record of this case

If you use this form to comment, it may be returned to:

City of Austin-Planning & Development Review Department/ 1st Floor  
 Leane Heldenfels

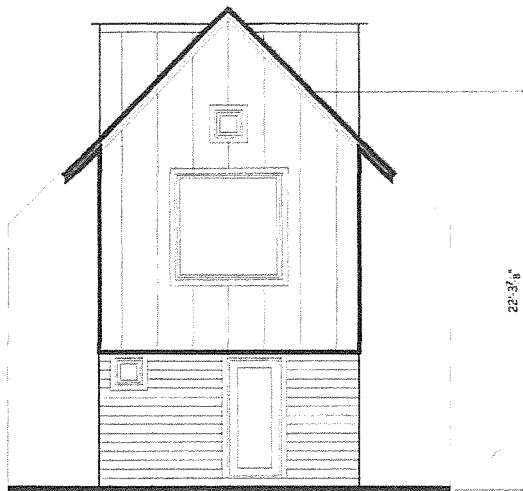
P. O. Box 1088

Austin, TX 78767-1088

Or scan and email to [leana.heldenfels@austintexas.gov](mailto:leana.heldenfels@austintexas.gov)

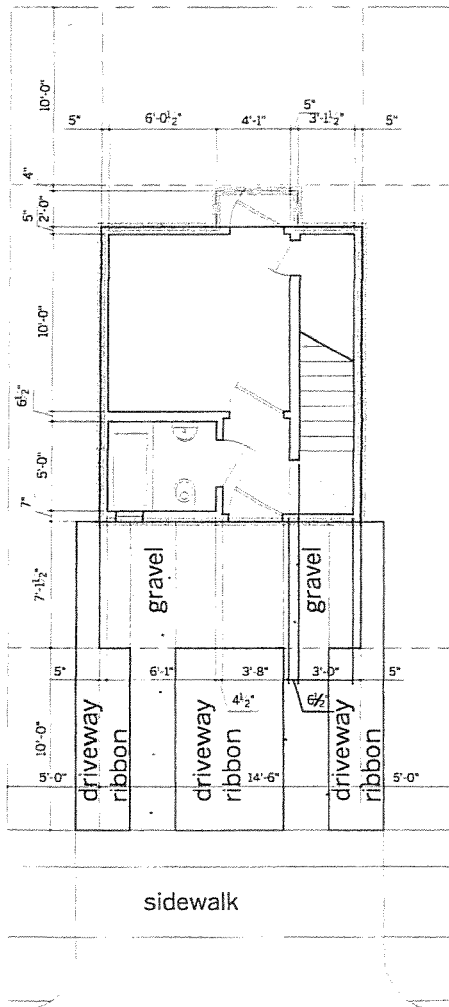
Or fax to Leane Heldenfels, (512) 974-6305

For File  
C15-2015-0005



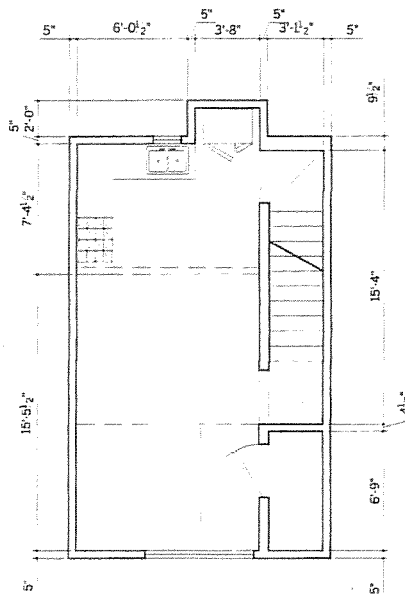
front elevation

site plan/1st floor

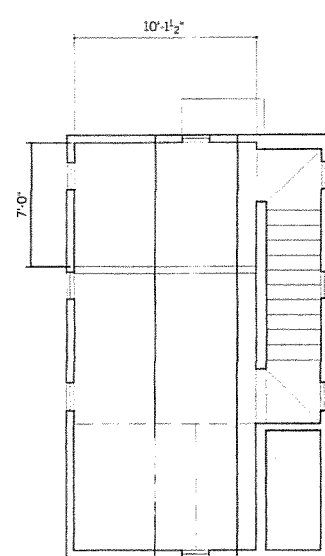


1210 ANGELINA ST

2nd floor

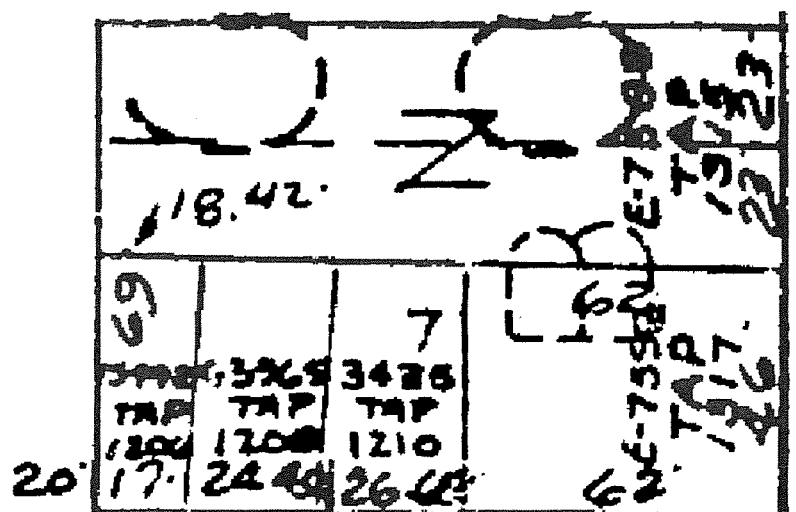
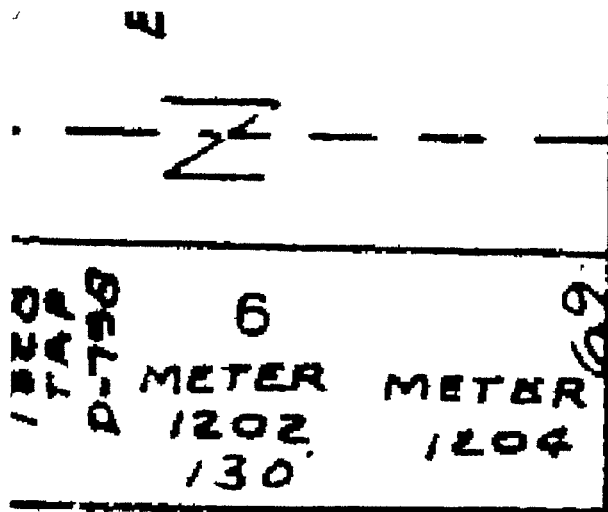


loft



LOT AREA	1127 SF
BUILDING COVERAGE	352 SF (31% lot area)
NON-BUILDING IC	137 SF
TOTAL IC	489 SF (43% lot area)
GROSS FLOOR AREA	700 SF

3/32" = 1'-0" scale



285'

6"D.I.

W-76-183

6"D.I.

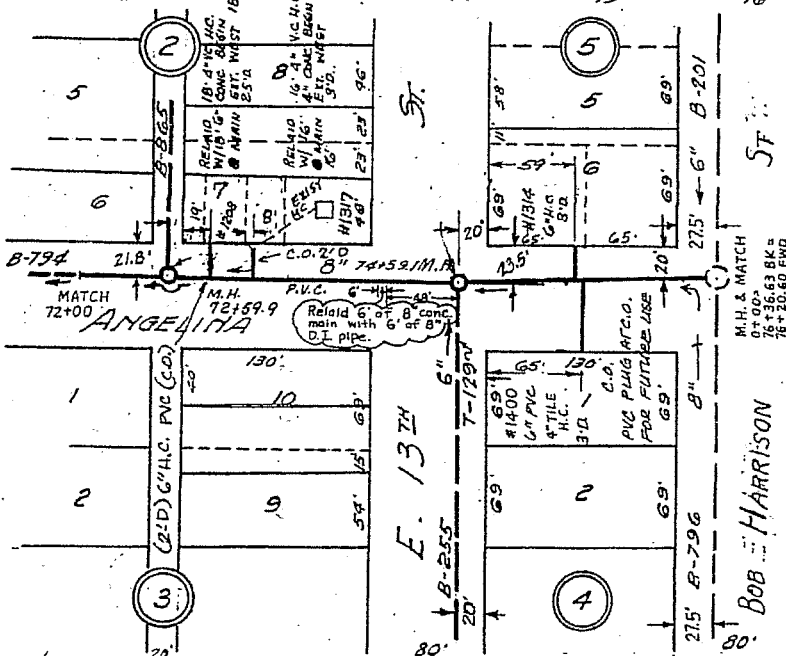
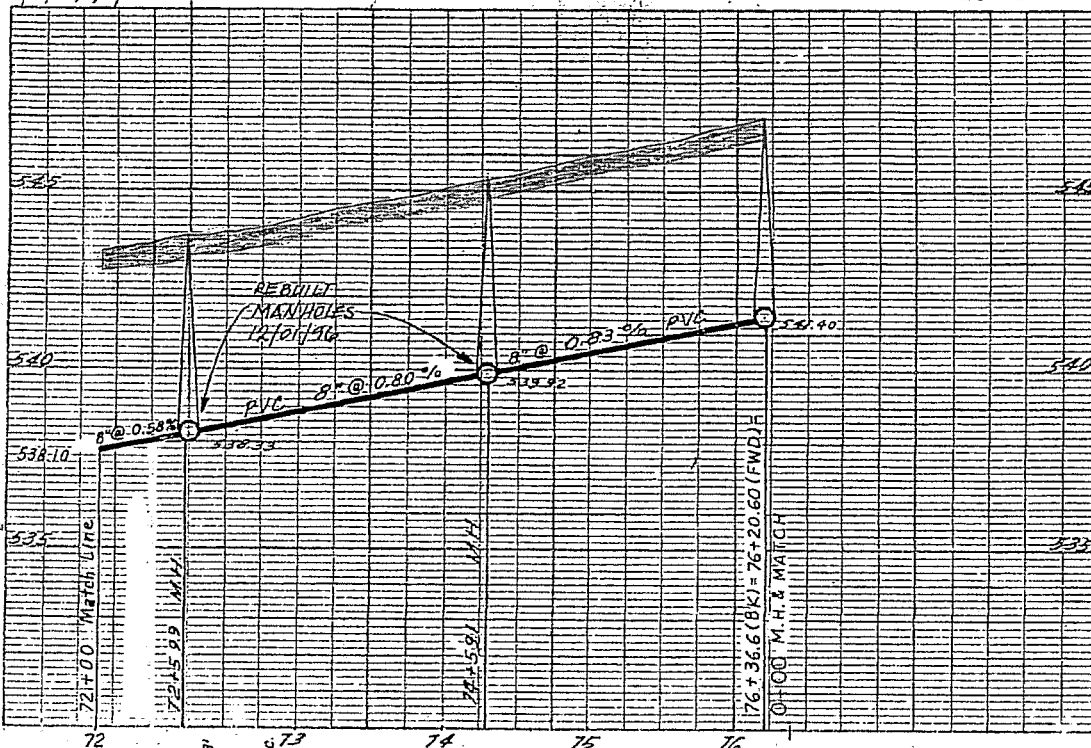
ANGELINA

72'

STREET

A.P. 149

SEC. 40



NEW 8" PVC MAIN & H.C.S.  
INSTALLED FROM 12TH  
ALLEY TO BOB HARRISON'S.  
ALL H.C.S. 6" PVC WITH  
C.O. AT PL  
12/01/96 J.M.S.

## SEWER LOCATIONS

AUSTIN, TEXAS

M.R. 4-76

M.R. 3-76 6-76-08

M.R. 5-75 S-74-113

NOTE:  
"Y" Record from F.B. 21 Pg. 29

F.B. 1380 2-11

4-6-43

BUILT BY OLD SYSTEM DATE

FIELD BOOK 840 Pg. 45 DATE 1932

DAILY REPORT NO. MM DATE 10-12-76

DRAWN BY K.W.P.-W.N.O. DATE 7-1-32

CHECKED BY GIESEN DATE 8-18-32

LOCATION ANGELINA ST.

FROM E. 12TH ST. ALLEY

TO E. 14TH ST.

JOB NO.

BSHEET NO. 795

wastewater  
tap plan



TRV  
2 PGS

2014172821

ORIGINAL  
FILED FOR RECORD

After Recording Return To:

TX7-1400204-BK

LARK MILLER  
14400 ROSSEAU ST  
AUSTIN TX 78725

### TEXAS GENERAL WARRANTY DEED

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

Grantor (whether one or more): **BRENDA SMITH**

Grantee (whether one or more): **LARK E. MILLER**

Grantee's Mailing Address: **1210 ANGELINA STREET  
AUSTIN, TEXAS 78702**

Consideration:

Ten and no/100 Dollars (\$10.00) and other good and valuable consideration.

**Property (including improvements):**

That certain property located in **TRAVIS** County, Texas to-wit: **THE LAND HEREINAFTER REFERRED TO IS SITUATED IN THE CITY OF AUSTIN, COUNTY OF TRAVIS, STATE OF TEXAS, AND IS DESCRIBED AS FOLLOWS:**

**NORTH PORTION OF THE SOUTH 68 FEET OF THE EAST 46 FEET OF LOT SEVEN (7), BLOCK TWO (2) OUTLOT THITRY-EIGHT (38), DIVISION "B" IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF AS SHOWN BY VOL. 1, PAGE 39 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.**

**Reservations from Conveyance:** None

**Exceptions to Conveyance and Warranty:**

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or to which title is taken subject to; validity existing easement, rights-of-

current deed



way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, or matters apparent from those instruments, including reservations outstanding in parties other than Grantor, other than conveyances of the surface fee estate, that affect the Property; and taxes for the current year and subsequent years, which Grantee assumes and agrees to pay and subsequent assessments for the current year and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto, in any wise belonging; To Have and To Hold unto Grantee, and Grantee's successors and assigns, forever, Grantor, and Grantor's successors and assigns, shall warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

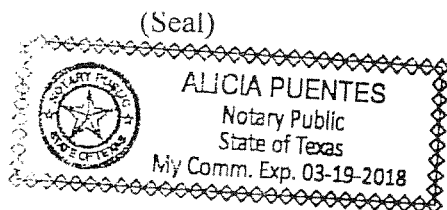
Executed to be effective as of the Effective Date.

Brenda Smith      11/8/14  
BRENDA SMITH      Date

#### Acknowledgments

STATE OF TEXAS      §  
   §  
COUNTY OF TRAVIS      §

This instrument was acknowledged before me on Nov. 08, 2014,  
by **BRENDA SMITH**.



Alicia Puentes  
Notary Public, State of Texas  
My commission expires: 03-19-2018

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Nov 18, 2014 04:29 PM      2014172821

RODRIGUEZA: \$30.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

## PERSONAL PROPERTY SALES CONTRACT



OTHER

2007209265

2 PGS

## PERSONAL PROPERTY SALES CONTRACT

AGREEMENT made this 16th day of November (month), 2007 (year), between Brenda Smith (hereinafter "seller") and Lark E. Miller (hereinafter "Purchaser").

1. The Property. The Seller has agreed to sell and the Purchaser has agreed to buy the following personal property:

1210 Angelina Street  
Austin, Texas 78702  
CEN 24.54 FT AV OF E 46 FT OF LOT  
T BIK 2 DLT 38 DIV B OREILLY JAMES

2. Purchase Price. The purchase price for the property described in paragraph 1 above shall be

Twenty-five Hundred dollars (amount) (\$ 2,500 ) and shall be paid as follows:

(a) Twenty-five Hundred dollars (amount) (\$ 2,500 ) upon execution of this agreement and

(b) The balance of 0 (amount) (\$ 0.00 ) payable in N/A ( - ) equal monthly installments with interest at the rate of N/A percent per annum, the first payment to begin N/A ( - ) days after the execution of this agreement. This obligation shall be evidenced by a promissory note, a copy being attached hereto, made a part hereof and designated as "Exhibit A."

3. Warranties of the Seller. The Seller hereby warrants and represents to the Purchaser that:

(a) The Seller owns and has good and marketable title to the property being conveyed herein, free and clear of any pledges, liens, judgments, encumbrances, security interests, claims or contract rights, and further promises and covenants to refrain from so encumbering same from the date of execution of this agreement until closing;

(b) No approval or consent of any third person is required to effect the sale;

(c) The execution and performance of this agreement will not violate any agreements to which the Seller is a party or any federal, state or local laws, rules or regulations;

(d) The Seller's representations, warranties and agreements shall be true and complete as of the date hereof and as of the closing and shall survive the closing and the transactions contemplated by this agreement.

4. Broker. Both the Seller and the Purchaser warrant and represent that no broker was involved in negotiating this purchase and sale, and both the Seller and the Purchaser agree to indemnify and hold each other harmless against any and all claims for brokerage.

5. Benefit. This agreement shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns.

6. Interpretation. This agreement shall be interpreted in accordance with the laws of the State of TEXAS.

7. Invalid Provision. In the event any provision or sub provision of this agreement is held to be void, invalid or unenforceable in any respect, then the same shall not affect the remaining provisions or sub provisions hereof, which shall continue in full force and effect.

8. Entire Agreement. This agreement contains the entire understanding of the parties. It may not be changed orally. This agreement may only be amended or modified in writing and with such writing being executed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Bruce Smith  
Seller

Lark Miller  
Purchaser

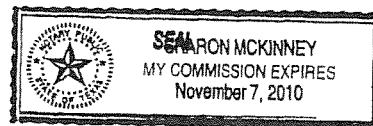
WITNESS: [Signature]

Return.

LARK MILLER  
14400 ROSSEAU ST  
AUSTIN TX 78725

State of Texas  
County of Travis

Sworn to and subscribed before me on the 16th day of November



Sharon McKinney  
Notary Public Signature  
Sharon McKinney  
Printed or Typed Name of Notary

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2007 Nov 16 04:43 PM 2007209265

GONZALES \$20.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

The State of Texas, 125

County of Travis : KNOW ALL MEN BY THESE PRESENTS: That I, Ethel Armstrong, a widow, of Travis County, Texas, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash to me in hand paid, and other valuable consideration to me in hand paid by the grantee herein named, the receipt of all of which is hereby acknowledged and confessed, and for the payment of which no lien, either express or implied is retained against the property herein conveyed, do GRANT, SELL AND CONVEY unto Ethel Bradley Washington, of Travis County, Texas, as her separate property, all that land lying and being situated in Travis County, Texas, known and described as follows, to-wit:

North portion of the South 68 feet of the East 46 feet of Lot Seven (7) Block Two (2) Outlot Thirty-eight (38) Division "B" in the City of Austin, Travis County, Texas, according to the map or plat thereof as shown by Vol. 1, page 39 of the Plat Records of Travis County, Texas, being the same property conveyed to me by Noble Lee Mitchell by deed dated February 9, 1955, of record in Vol. 1544, page 318 of the Deed Records of Travis County, Texas.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Ethel Bradley Washington, her heirs and assigns forever; and I, the said Ethel Armstrong, do hereby bind myself, my heirs and legal representatives to warrant and forever defend all and singular the said premises unto the said Ethel Bradley Washington, her heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness my hand on this the 27<sup>th</sup> day of May, 1964.

*Ethel Armstrong*

The State of Texas:  
County of Travis :

Before me, the undersigned, a Notary Public in and for Travis County, Texas, on this day personally appeared Ethel Armstrong, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, on this the 27<sup>th</sup> day of May, 1964.

(NOTARY SEAL)

*Robert H. Smith*  
Notary Public, Travis County,  
Texas.

STATE OF TEXAS  
COUNTY OF TRAVIS

I hereby certify that this instrument was FILED on the day of May, 1964, at the time stamped hereon by me; and was duly RECORDED in the Volume and Page of the named RECORDS of Travis County, Texas, as Stamped hereon by me, on

MAY 29 1964



*Emilie Lintburg*  
COUNTY CLERK,  
TRAVIS COUNTY, TEXAS

FILED

*Emilie Lintburg*  
COUNTY CLERK,  
TRAVIS COUNTY, TEXAS

MAY 27 10 28 AM '64

DEED RECORDS  
Travis County, Texas

Vol. 2780 PAGE 65

1964  
deed

318

T. B. JEFFERY  
ATTORNEY-AT-LAW  
AUSTIN, TEXAS

THE STATE OF TEXAS :

COUNTY OF TRAVIS : KNOW ALL MEN BY THESE PRESENTS: That I,  
Nobie Lee Mitchell, a single woman, of  
~~Travis~~ County, in the State of Texas, for and in con-  
sideration of the sum of Ten and 00/100 (\$10.00) Dollars and other  
good and valuable consideration to me this day cash in hand paid  
by the grantee hereinafter named, the receipt of which is hereby  
acknowledged and confessed, and for which no lien is retained,  
either expressed or implied; and for the further consideration of  
the assumption by the said grantee hereinafter named, of the  
balance remaining unpaid as of this date, both principal and in-  
terest, on that one certain promissory note for the original prin-  
cipal sum of One Thousand One Hundred Fifty and 00/100 (\$1,150.00)  
Dollars, bearing date July 19, 1949, executed by Nobie Lee Mitchell,  
a single woman, and payable to the order of C. R. Wilkerson, and  
which said note, and the Vendor's Lien securing payment of the  
same, are more particularly described in that certain Warranty  
Deed bearing even date with said note, executed by the said  
C. R. Wilkerson to Nobie Lee Mitchell, a single woman, and re-  
corded in Vol. 986, Page 420, of the Travis County Deed Records,  
to which said deed and the record thereof, reference is here made  
for further description of said note and lien, and for all perti-  
nent purposes; and the grantee herein, hereby agrees and binds  
herself to pay said indebtedness above described on and in accor-  
dance with the terms of the note hereinabove mentioned;

Have GRANTED, SOLD AND CONVEYED, and by these presents do  
GRANT, SELL AND CONVEY unto Ethel Armstrong, a widow, the grantee  
herein, of Travis County, Texas, all that certain tract or parcel  
of land lying and being situated in Travis County, Texas, known  
and described as follows, to-wit:

Being the North portion of the South 60 feet of the East  
46 feet of Lot No. Seven (7), Block Two (2), Outlot  
Thirty-eight (38), Division "B" in the City of Austin,  
Travis County, Texas, according to the map or plat of  
said property as recorded in Plat Records of Travis County  
in Plat Book 1, Page 39 and being a portion of that certain

tract of land conveyed to C. R. Wilkerson by J. E. Harrison by deed dated April 8, 1943 and recorded in Vol. 713, Page 340 of the Travis County Deed Records. Said tract hereby conveyed being more particularly described by notes and bounds as follows: Starting at an iron pipe at the Southeast corner of Lot No. Seven (7), Block Two (2), Outlot Thirty-eight (38), Division "B" in the City of Austin, Travis County, Texas, as recorded in plat records of Travis County in Plat Book 1, Page 39 which point is also Northwest intersection of Angelina Street and 20 foot alley between East 12th Street and East 13th Street; Thence N 9 deg. 39 W. along the East line of Angelina Street for 41.45 feet to an iron pipe for the point of beginning of this survey and being also the Southeast corner of this tract hereby conveyed; Thence continuing N 9 deg. 39 W. along the East line of Angelina Street for 25.25 feet to an iron pipe for the Northeast corner of this tract hereby conveyed and being also the Northeast corner of C. R. Wilkerson property as recorded in Vol. 713, Page 340 of the Travis County, Texas Deed Records; Thence S 80 deg. 39 W for 46 feet to an iron pipe in present cross fence line for the Northwest corner of this tract hereby conveyed and being also the Northwest corner of said C. R. Wilkerson property as recorded in Vol. 713, Page 340 of the Travis County Texas Deed Records; Thence S. 9 deg. 39 E. along present fence line for 22.83 feet to an iron pipe for the Southwest corner of this tract hereby conveyed; Thence N 84 deg. 51 E for 46.1 feet to an iron pipe and the point of beginning of this survey as surveyed by C. Leonard, Licensed Civil Engineer on July 15, 1949.

TO HAVE AND TO HOLD the above described premises, together with all rights, hereditaments and appurtenances thereto belonging, unto the said grantee above named, her heirs and assigns forever. And I do hereby bind myself, my heirs, executors and administrators, to WARRANT AND FOREVER DEFEND the title to the said property unto the said grantee above named, her heirs and assigns, against every person whosoever lawfully claiming, or to claim the same, or any part thereof.

EXECUTED this the 24 day of February, A.D. 1955.

Vickie L. Mitchell

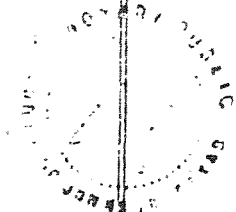
1955  
deed

320

THE STATE OF TEXAS :

COUNTY OF Johnson : BEFORE ME, the undersigned authority,  
on this day personally appeared Noble  
Lee Mitchell, a single woman, known to me to be the person whose  
name is subscribed to the foregoing instrument and acknowledged  
to me that she executed the same for the purposes and considera-  
tion therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 9<sup>th</sup>  
day of February, A.D. 1955.



Jack B. Brown  
Notary Public in and for  
Johnson County,  
TEXAS

Filed for Record Feb. 21, 1955, at 12:30 P.M.  
Recorded Feb. 24, 1955, at 10:35 A.M.



DEED 2004034480

24

7 PGS

TAX RESALE DEED

-X

STATE OF TEXAS

3

KNOW ALL MEN BY THESE PRESENTS

3

COUNTY OF TRAVIS

3

That Austin Independent School District, City of Austin, Travis County, FM Road, County Education District and Austin Community College each acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of each respective governing body and duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$3,333.00 cash in hand paid by

Brenda Smith  
7601 Daffan Lane # 396  
Austin, Tx 78724

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, hereby grant, sale and convey and by these presents do grant, sale and convey unto said grantee(s) all of the right, title and interest of the grantors, they being all of the taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under Cause No. X95-05689, in the district court of said county, said property being located in Travis County, Texas, and described as follows:

A portion of Lot 7, Block 2, James O'Reilly Subdivision (Olt. 38, Division B), Plat No. 1/39A as described in Volume 2780, Page 65, Volume 5567, Page 1937 and Volume 5567, Page 2076 of the deed records of Travis County, Texas

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

SUBJECT however to the following covenants, conditions and restrictions:

- (a) The above described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.



- (b) The above described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which creates, maintains, reinforces, renews or encourages, or which tends to create, maintain, reinforce, renew or encourage a dual school system.

These restrictions and conditions shall be binding upon grantee and grantee's successors, assigns, heirs and personal representatives for a period of fifty(50) years from the date hereof.

The foregoing restrictions and the other covenants hereafter set out are covenants running with the land, and each and every parcel thereof, shall be fully binding upon any person, firm, partnership, corporation, trust, church, club, governmental body, or other organization entity whatever (whether private or governmental in nature), without limitation, hereafter acquiring any estate, title, interest or property in said land, whether by descent, devise, purchase or otherwise; and no act or omission upon the part of grantor herein, its successors and assigns, shall be a waiver of the operation or enforcement of such restrictions; but neither restriction shall be construed to be a condition subsequent or special limitation on the estate thereby conveyed.

It is further covenanted that third party beneficiaries of the restrictions set forth above shall be as follows:

- (1) As to the restrictions set out in (a) above, any person prejudiced by its violation;
- (2) As to the restriction set out in (b) above, any public school district or any person prejudiced by its violation; and
- (3) As to either or both of the restriction set out in (a) and (b) above, the United States of America, as plaintiff, and the American G.I. Forum, the League of United Latin American Citizens (LULAC), and the National Association for the Advancement of Colored People (NAACP), as intervenors, in U.S. v. Texas, Civil Action No. 5281, Tyler Division, U.S. District Court, Eastern District of Texas; reported in U.S. v. Texas, 321 F. Supp. 1043 (E.D. Tex. 1970); U.S. v. Texas, 330 F. Supp. 235 (E.D. Tex. 1971); aff'd with modifications sub nom, U.S. v. State of Texas and J.W. Edgar, et al, 447 F2d 441 (5 Cir. 1971); stay den. sub nom. Edgar v. U.S., 404 U.S. 1206 (1971); cert den. 404 U.S. 1016 (1972).

It is further covenanted that in case of violation of either or both of the above restrictions, any of the third party beneficiaries above alluded to is authorized and empowered to prosecute proceedings at law or in equity against any person, firm, partnership, corporation, trust, church, club, governmental body or other organization or entity whatever (whether private or governmental in nature), without limitation:

- (A) To enforce either or both of such restrictions relating to the use of the above-described realty;
- (B) To abate or prevent violations of either or both of such restrictions; and
- (C) To recover damages for a breach of either or both of such restrictions.

It is further covenanted, that any third party beneficiary referred to above shall prosecute proceedings at law or in equity for the aforesaid purposes, such third party beneficiary may recover reasonable attorney's fees from the violator or violators of either or both of such restrictions, if the Court finds that the proceedings were necessary to bring about compliance therewith.

Taxes for the present year are to be paid by grantee(s) herein.

This deed is given expressly subject to recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.

IN TESTIMONY WHEREOF has caused these presents to be executed this 26<sup>th</sup>  
day of January, 2004.

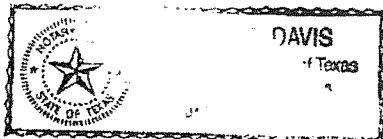
BY: Doyle Valdez  
Doyle Valdez App'd Nov 1-26-04  
School Board President  
Austin Independent School District  
County Education District

STATE OF TEXAS  
COUNTY OF TRAVIS

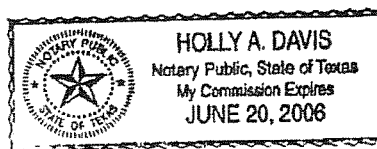
3  
3  
3

Before me, the undersigned authority, on this day personally appeared Doyle Valdez, Austin Independent School District, County Education District, Travis County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that executed the same for the purposes and consideration, therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 26<sup>th</sup> DAY OF January, 2004.



Holly A. Davis  
Notary Public, State of Texas  
Commission Expires: 6/20/06



IN TESTIMONY WHEREOF has caused these presents to be executed this 18 day of December, 2003.

By:

Richard Fonte

Interim President

Austin Community College

STATE OF TEXAS

3

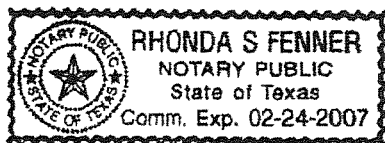
3

COUNTY OF TRAVIS

3

Before me, the undersigned authority, on this day personally appeared Richard Fonte, President, Austin Community College, Travis County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that executed the same for the purposes and consideration, therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 18 DAY OF December, 20 03.



Rhonda S. Feaner  
Notary Public, State of Texas  
Commission Expires: 02-24-2007

IN TESTIMONY WHEREOF has caused these presents to be executed this 19<sup>th</sup> day of December, 20 03.

By: Lauraine Rizer  
Lauraine Rizer  
City of Austin, DPWT-Real Estate  
P.O. Box 1088  
Austin, Tx 78767-8839

STATE OF TEXAS

3

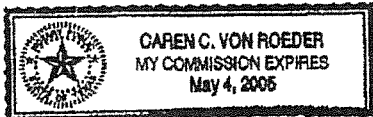
COUNTY OF TRAVIS

3

3

Before me, the undersigned authority, on this day personally appeared Lauraine Rizer, City of Austin, DPWT-Real Estate, Travis County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that executed the same for the purposes and consideration, therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 19<sup>th</sup> DAY OF December, 20 03.



Caren C. von Roeder  
Notary Public, State of Texas  
Commission Expires: 5/4/05

IN TESTIMONY WHEREOF has caused these presents to be executed this  
9<sup>th</sup> day of December, 20 03.

By: Samuel T. Biscoe  
Samuel T. Biscoe  
County Judge  
Travis County, Texas

STATE OF TEXAS

3

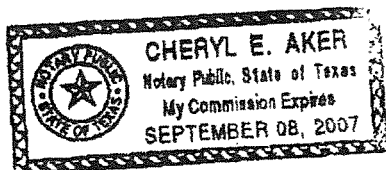
COUNTY OF TRAVIS

3

3

Before me, the undersigned authority, on this day personally appeared Sam Biscoe, County Judge, Travis County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that executed the same for the purposes and consideration, therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 9<sup>th</sup> DAY OF  
December, 20 03.



Cheryl E. Aker  
Notary Public, State of Texas  
Commission Expires: 9/8/07

After recording return to:  
Brenda Smith  
7601 Daffan Lane # 396  
Austin, Tx 78724

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2004 Feb 26 10:25 AM 2004034480

HAYWOODK \$25.00

DANA DEBEAUVOIR COUNTY CLERK  
TRAVIS COUNTY TEXAS

# Studebaker

# OLIVAN MUI UK CO.

Phone 2-1194 111-115 East Fifth

## 604 (1930-31) MORRISON & FOURNY DIRECTORY CO'S

<b>ANGELINA—Contd</b>	
1133 Moore Fashion (c)	1206 Harding Carrie (c)
1208 Atkins Geo (c)	1210 Perry (Sue) (c)
<b>ANNIE (East; S Austin)—</b>	
From 1801 S Congress av east to Newning av	
104 Vacant	106 Dye C A (c)
212 Simcock B M Mrs (c)	214 Nickerson
216 Brackenkridge	218 Drake
220 Drake	222 Platt M B (c)
224 Platt H A	226 Newning av
228 Platt C S (c) contr	
<b>ANNIE (West; S Austin)—</b>	
From 1800 S Congress av west to E G N Ry	
167 Huchsch Henry (c)	169 Eyr
207 Gifford Susie (c) (c)	209 Newton av
210 Slaughter Priscilla (c) (c)	212 Hill Henry (c)
214 Shanks Cath (c)	216 Broadmax J B
218 Franklin Wm (c)	220 Queno Senobio
222 Teague Otto	224 Arnold M C Mrs
226 Vacant	228 Vacant
230 Wimberly J L (c)	232 S First
234 Vacant	

<b>ARCHER (3rd ward) —</b>	
Changed to Castle Hill	
<b>ARCHWAY—Changed to E 26th —</b>	
<b>ARDENE AV (University Park)—From 3500 East av east to Marion av</b>	
<b>ASH (Walker Addition)—</b>	
Begins east side Scenic rd. 3 blocks north Austin Dam extending east 3 blocks	
2903 Vacant	2905 Callan W L (c)
2907 Riffe G D (c)	2909 Winn A T (c)
2911 Miller av	2913 Scenic av
<b>ASYLUM AV (4th ward) —</b>	
Changed to West av	
<b>ATLANTA (2d ward) —</b>	
From 1 south of W 6th north 3 blks, 2 east of Deep Eddy av	
407 Smith J E (c)	409 Nuschke C L (c)
510 Johnson Gustave (c) contr	
<b>ATTOYAC (6th, 7th wards) —</b>	
From 1301 E 1st street	

4013 Williams W E	4100 Nicholson H R (c)
4101 Smith J W Jr	4102 Benson C W contr
4103 Riffe J E	4104 Nelson J H (c)
4105 Quick & Nelson contr	4106 Cade Emma Mrs
4107 Parkhurst E L (c)	4108 Solomon W J (c)
4109 Ford Cora Mrs (c)	4110 Sherrill Thos
4111 Rhodes Wm	4112 Ryburn H L
4113 Vardenman H M	4114 Tyler Homer (c)
4115 Jones J R	4116 Jones H T
4117 Moore W T	4118 Cox J H
4119 Williams Jos	4120 Raimy E L
4201 Baker C T (c)	4203 Worthington Lura
4204 Miller I D	4205 Castleberry H F A
4206 Hamilton N M Mrs	4208 Ferkisson F D (c)
4209 Swain W P (c) west	4210 Pariss C L (c)
4211 Wilson Lura (c)	4212 Smith Mary Mrs (c)
4213 Sullivan C F	4214 Smith T E (c)
4215 Smith W Forty-third	4216 Mozingo W A (c)
4301 Holder J D	4302 Blair Paul (c)
4303 Pariss L L (c)	

RENTALS

1930 city directory listing



**H. C. GRIFFIN**  
**Monu-mental Works**  
Monumental  
Structures  
in  
Marble  
and  
Granite  
Cemetery  
Work  
of  
Every  
Nature  
1307  
RED RIVER  
Phone 2263



Consult  
the  
**CLASSIFIED  
LISTS**  
of the  
**DIRECTORY**  
If You  
Would Find  
What You  
Wish to  
Buy

Boiler Repairs—Tanks 2-1-1-9 Machinery — Tools

Machinery & Power Directory	
ALLEN, A. L. & Sons Boiler Repairs Tanks Tires, south to 11th St. 2nd St. S. corner 11th St. S. corner 11th St. S. corner	117 Young St. 118 Young St. 119 Young St. 120 Young St. 121 Young St. 122 Young St. 123 Young St. 124 Young St. 125 Young St. 126 Young St. 127 Young St. 128 Young St. 129 Young St. 130 Young St. 131 Young St. 132 Young St. 133 Young St. 134 Young St. 135 Young St. 136 Young St. 137 Young St. 138 Young St. 139 Young St. 140 Young St. 141 Young St. 142 Young St. 143 Young St. 144 Young St. 145 Young St. 146 Young St. 147 Young St. 148 Young St. 149 Young St. 150 Young St. 151 Young St. 152 Young St. 153 Young St. 154 Young St. 155 Young St. 156 Young St. 157 Young St. 158 Young St. 159 Young St. 160 Young St. 161 Young St. 162 Young St. 163 Young St. 164 Young St. 165 Young St. 166 Young St. 167 Young St. 168 Young St. 169 Young St. 170 Young St. 171 Young St. 172 Young St. 173 Young St. 174 Young St. 175 Young St. 176 Young St. 177 Young St. 178 Young St. 179 Young St. 180 Young St. 181 Young St. 182 Young St. 183 Young St. 184 Young St. 185 Young St. 186 Young St. 187 Young St. 188 Young St. 189 Young St. 190 Young St. 191 Young St. 192 Young St. 193 Young St. 194 Young St. 195 Young St. 196 Young St. 197 Young St. 198 Young St. 199 Young St. 200 Young St.

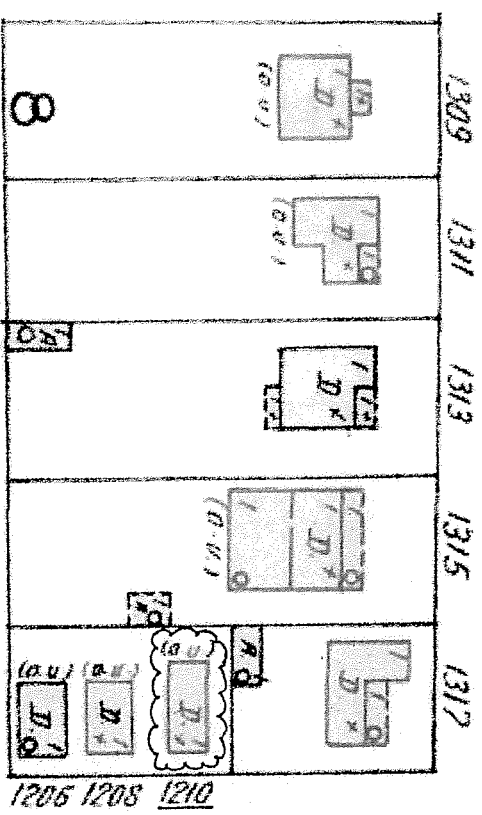
916 BLAZES	
ALLEN, A. L. & Sons Boiler Repairs Tanks Tires, south to 11th St. 2nd St. S. corner 11th St. S. corner 11th St. S. corner	117 Young St. 118 Young St. 119 Young St. 120 Young St. 121 Young St. 122 Young St. 123 Young St. 124 Young St. 125 Young St. 126 Young St. 127 Young St. 128 Young St. 129 Young St. 130 Young St. 131 Young St. 132 Young St. 133 Young St. 134 Young St. 135 Young St. 136 Young St. 137 Young St. 138 Young St. 139 Young St. 140 Young St. 141 Young St. 142 Young St. 143 Young St. 144 Young St. 145 Young St. 146 Young St. 147 Young St. 148 Young St. 149 Young St. 150 Young St. 151 Young St. 152 Young St. 153 Young St. 154 Young St. 155 Young St. 156 Young St. 157 Young St. 158 Young St. 159 Young St. 160 Young St. 161 Young St. 162 Young St. 163 Young St. 164 Young St. 165 Young St. 166 Young St. 167 Young St. 168 Young St. 169 Young St. 170 Young St. 171 Young St. 172 Young St. 173 Young St. 174 Young St. 175 Young St. 176 Young St. 177 Young St. 178 Young St. 179 Young St. 180 Young St. 181 Young St. 182 Young St. 183 Young St. 184 Young St. 185 Young St. 186 Young St. 187 Young St. 188 Young St. 189 Young St. 190 Young St. 191 Young St. 192 Young St. 193 Young St. 194 Young St. 195 Young St. 196 Young St. 197 Young St. 198 Young St. 199 Young St. 200 Young St.

1935 city directory  
listing

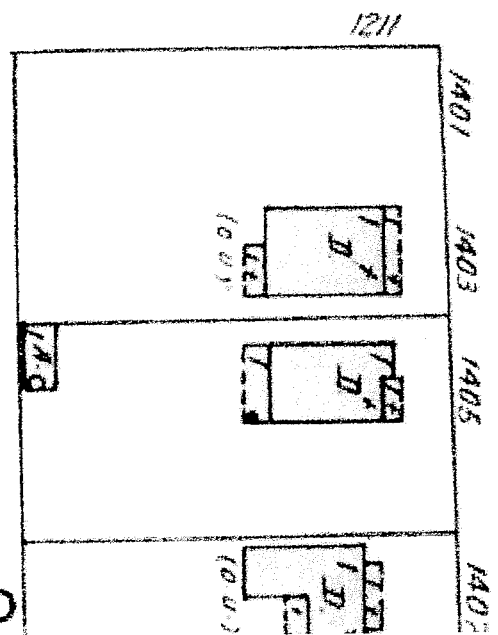




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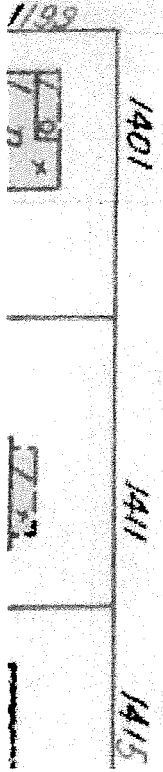
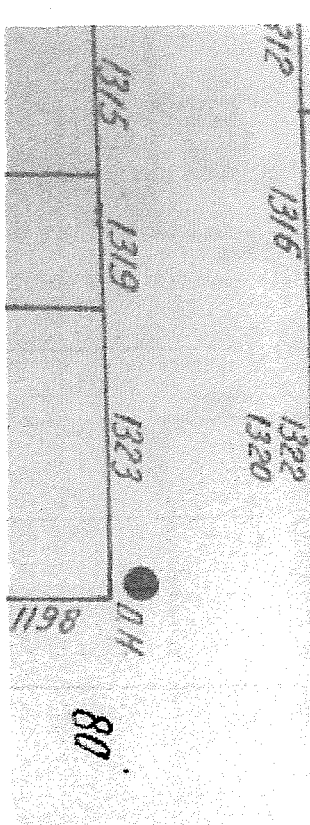
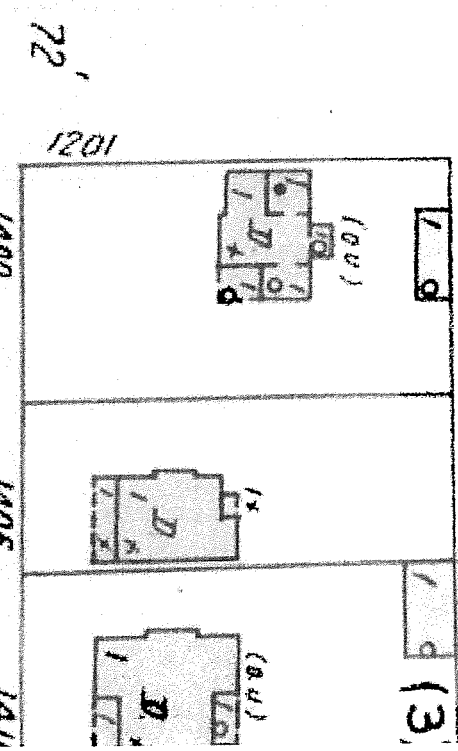
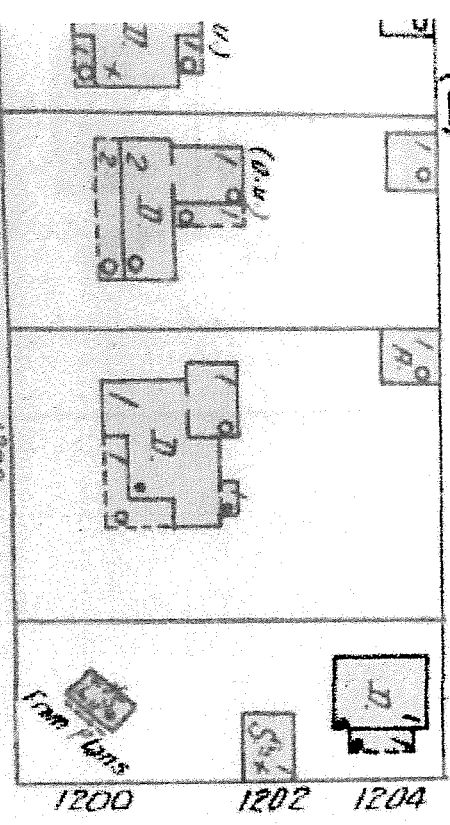


# ANGELINA



(2)

9 (3)



**CITY OF AUSTIN**  
**Board of Adjustment/Sign Review Board**  
**Decision Sheet**

**DATE:** Monday, January 12, 2015

**CASE NUMBER:** C15-2015-0005

☐ Y ☐ Jeff Jack – Chair 2<sup>nd</sup> the Motion  
☐ Y ☐ Michael Von Ohlen  
☐ N ☐ Melissa Whaley Hawthorne - Vice Chair  
☐ Y ☐ Sallie Burchett  
☐ Y ☐ Ricardo De Camps  
☐ Y ☐ Brian King - Motion to Deny  
☐ N ☐ Vincent Harding

**APPLICANT: WILLIAM HODGE**  
**OWNER: LARK MILLER**

**ADDRESS: 1210 ANGELINA ST**

**VARIANCE REQUESTED:** The applicant has requested a variance(s) from Section 25-2-492 (D) (Site Development Regulations) to:

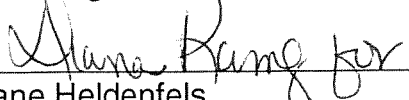
- A. decrease the minimum size lot from 5,750 square feet (required) to 1,129 square feet (requested); and to
- B. increase the impervious cover from 45% (required) to 56% (requested); and to
- C. decrease the front yard setback from 25 feet (required) to 10 feet (requested);

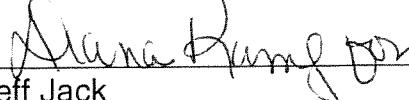
in order to construct a 761 square foot home in a "SF-3-NP", Family Residence – Neighborhood Plan zoning district. (Holly)

**BOARD'S DECISION:** The public hearing was closed on Board Member Bryan King motion to Deny (Applicant no show), Board Member Jeff Jack second on a 5-2 vote (Board Members Melissa Hawthorne and Vincent Harding nay); **DENIED (APPLICANT NO SHOW).**

**FINDING:**

1. The Zoning regulations applicable to the property do not allow for a reasonable use because:
2. (a) The hardship for which the variance is requested is unique to the property in that:  
(b) The hardship is not general to the area in which the property is located because:
3. The variance will not alter the character of the area adjacent to the property, will not impair the use of adjacent conforming property, and will not impair the purpose of the regulations of the zoning district in which the property is located because:

  
\_\_\_\_\_  
Leane Heldenfels  
Executive Liaison

  
\_\_\_\_\_  
Jeff Jack  
Chairman

**Heldenfels, Leane**

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**From:** Louisa Brinsmade <~~lbrinsmade@gmail.com~~>  
**Sent:** Friday, January 09, 2015 12:54 PM  
**To:** Heldenfels, Leane  
**Cc:** Bill Minor; Bruce Sheehan; Charlie Reckson; Kristine Garana; Louisa Brinsmade; Paula Reckson; Steve Macon; Swede Hill  
**Subject:** BOA Case # M-4 C15-2015-0005

Leane Heldenfels

Planning and Development Review Department

**RE: M-4 C15-2015-0005**

Parcel address: 1210 Angelina Street

Date: January 9, 2015

Dear Ms. Heldenfels:

The Swede Hill Neighborhood Association (SHNA) would like to comment on the above referenced case for the members of the Board of Adjustment and City Staff.

First, however, please note that 1210 Angelina St. is erroneously listed as being part of the Holly neighborhood planning area. The actual planning area for this parcel is Central East Austin, and the representative planning team is OCEAN.

The applicant has requested a variance(s) from Section 25-2-492 (D) (Site Development Regulations) to:

A. decrease the minimum size lot from 5,750 square feet (required) to 1,129 square feet (requested); and to

B. increase the impervious cover from 45% (required) to 56% (requested); and to

C. decrease the front yard setback from 25 feet (required) to 10 feet (requested) in order to construct a 761 square foot home in a “SF-3-NP”, Family Residence – Neighborhood Plan zoning district. (Holly)

The SHNA would like to offer its support for the three variances with the understanding that:

1. We support this case due to the pre-existence of this legal lot, and
2. This case should not be considered to establish neighborhood approval for the **creation** of substandard lots for home construction in Swede Hill.

Several adjacent neighbors have commented that the construction of a residence on that long-vacant lot will be a welcome addition to our neighborhood, and we at SHNA support their position.

Thank you for informing the members of the Board of Adjustment and City Staff of our comments.

Sincerely,

Louisa Brinsmade

Secretary, SHNA

512-350-9501

[lcbmami@gmail.com](mailto:lcbmami@gmail.com)

cc: SHNA Board of Directors

CASE# C15-2015-0005  
ROW# 11260948  
TAX# 0207080309  
(TCAD ✓)

CITY OF AUSTIN  
APPLICATION TO BOARD OF ADJUSTMENT  
GENERAL VARIANCE/PARKING VARIANCE

**WARNING: Filing of this appeal stops all affected construction activity.**

PLEASE: APPLICATION MUST BE TYPED WITH ALL REQUESTED  
INFORMATION COMPLETED.

STREET ADDRESS: 1210 ANGELINA ST 78702

LEGAL DESCRIPTION: Subdivision – JAMES O'REILLY  
C 24.5' of E 46'

Lot(s) of LOT 7 Block 2 Outlot 38 Division B

I/We William Hodge AIA on behalf of myself/ourselves as authorized agent for  
Lark Miller affirm that on October 20 2014,

hereby apply for a hearing before the Board of Adjustment for consideration to:

(check appropriate items below and state what portion of the Land Development  
Code you are seeking a variance from)

☒ ERECT ☐ ATTACH ☐ COMPLETE ☐ REMODEL ☐ MAINTAIN

a 761sf single-family dwelling on a 1129sf tract

lot size

in a SF-3-NP district. (Central East Austin)  
(zoning district)

NOTE: The Board must determine the existence of, sufficiency of and weight of evidence  
supporting the findings described below. Therefore, you must complete each of the applicable  
Findings Statements as part of your application. Failure to do so may result in your application  
being rejected as incomplete. Please attach any additional support documents.

**VARIANCE FINDINGS: I contend that my entitlement to the requested variance is based on the following findings (see page 5 of application for explanation of findings):**

**REASONABLE USE:**

1. The zoning regulations applicable to the property do not allow for a reasonable use because:  
the minimum lot size (with small lot amnesty applied) is 2500sf, more than twice this tract's size, and the lot has no value without the ability to construct a dwelling.
- 

**HARDSHIP:**

2. (a) The hardship for which the variance is requested is unique to the property in that:  
this is the smallest such tract in the vicinity.
- 

- (b) The hardship is not general to the area in which the property is located because:  
this is the smallest such tract in the vicinity.
- 

**AREA CHARACTER:**

3. The variance will not alter the character of the area adjacent to the property, will not impair the use of adjacent conforming property, and will not impair the purpose of the regulations of the zoning district in which the property is located because:

there are dwellings to the north and south of this proposed development; the proposed front setback is in line with the setbacks of adjacent properties; the size of the proposed dwelling is equal to, or smaller than, the average dwelling size in the vicinity; no variances from setbacks or parking are proposed. The tract is currently vacant and has the potential to serve as a nuisance to properties in the general vicinity.

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**PARKING:** (Additional criteria for parking variances only.)

Request for a parking variance requires the Board to make additional findings. The Board may grant a variance to a regulation prescribed Section 479 of Chapter 25-6 with respect to the number of off-street parking spaces or loading facilities required if it makes findings of fact that the following additional circumstances also apply:

1. Neither present nor anticipated future traffic volumes generated by the use of the site or the uses of sites in the vicinity reasonable require strict or literal interpretation and enforcement of the specific regulation because:

no variances from parking requirements are sought; two parking spaces are proposed to be provided.

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2. The granting of this variance will not result in the parking or loading of vehicles on public streets in such a manner as to interfere with the free flow of traffic of the streets because:

no variances from parking requirements are sought; two parking spaces are proposed to be provided.

3. The granting of this variance will not create a safety hazard or any other condition inconsistent with the objectives of this Ordinance because:

the construction of a dwelling on this site will comply with all required side- and rear-yard setbacks, thus creating no more of a fire hazard to surrounding properties than would a dwelling on a standard-size tract. Indeed, it is proposed that a dwelling on this lot would increase the safety of surrounding properties by eliminating the nuisance potential of a vacant lot.

4. The variance will run with the use or uses to which it pertains and shall not run with the site because:

the constructed dwelling shall be permanent.

**NOTE: The Board cannot grant a variance that would provide the applicant with a special privilege not enjoyed by others similarly situated or potentially similarly situated.**

**APPLICANT CERTIFICATE** – I affirm that my statements contained in the complete application are true and correct to the best of my knowledge and belief.

Signed William Hodge AIA Mail Address 1706 W 6th St

City, State & Zip Austin, TX 78703

Printed William Hodge AIA Phone 512-786-9298 Date 10-20-2014

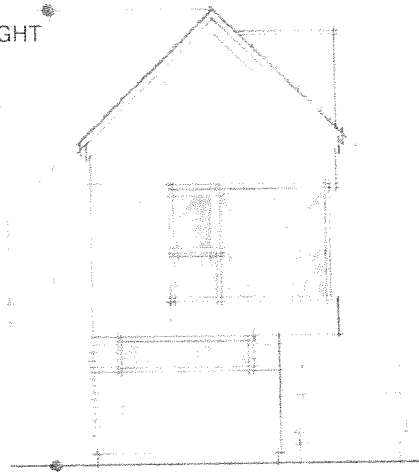
**OWNERS CERTIFICATE** – I affirm that my statements contained in the complete application are true and correct to the best of my knowledge and belief.

Signed [Signature] Mail Address 14400 ROSSEAU ST

City, State & Zip AUSTIN, TX 78725-1742

Printed LARK MILLER Phone \_\_\_\_\_ Date 10-20-2014

27'-3" HEIGHT  
TO TOP  
OF GABLE



1210 ANGELINA STREET  
PROPOSED DEVELOPMENT  
3/32" = 1'-0"  
10-20-2014  
William Lawrence Hodge AIA, architect  
LOT AREA 1129sf  
BUILDING COVERAGE 344sf (30%)  
IMPERVIOUS COVERAGE 634sf (56%)  
GROSS FLOOR AREA 761sf (67%)

